

# NOTICE OF ADDITIONS

## AGENDA

FOR THE SPECIAL MEETING  
OF THE CITY COUNCIL FOR  
THE CITY OF THORNE BAY, ALASKA

TUESDAY, NOVEMBER 10, 2020

TIME: 6:30 p.m.

---

LOCATION: [TELECONFERENCE/VIDEO CONFERENCING LINE](#)

Phone Number: 1-408-418-9388

Meeting Weblink:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=mf712ec964ae218df8967ed493cfd2a99>

Meeting number (access code): 126 001 2851

Meeting password: t6PmgZQzC87 (86764979 from phones and video systems)

---

- 1) CALL TO ORDER:
- 2) PLEDGE TO FLAG:
- 3) ROLL CALL:
- 4) APPROVAL OF AGENDA:
- 5) MAYOR'S REPORT:
- 6) ADMINISTRATIVE REPORTS:
  - a) City Administrator:
  - b) City Clerk Report:
- 7) PUBLIC COMMENTS:
- 8) COUNCIL COMMENTS:
- 9) NEW BUSINESS:
  - a) Certification of Mayoral Election held November 3, 2020, discussion and action item:
  - b) Resolution 20-11-10-01, appointing one registered voter to fill the City Council Seat A, until the next regular election to be held in October of 2021, discussion and action item:
  - c) Resolution 20-11-10-02, amending authorized bank account signers for the City of Thorne Bay's First Bank and Tongass Federal Credit Union accounts, discussion, and action item:
  - d) Resolution 20-11-10-03, in support of AP&T (AP&T Wireless, Inc) running fiber optic cable through Thorne Bay through the SEALink project, discussion and action item:
  - e) Resolution 20-11-10-04, amending the CARES Grant Funding plan to include a onetime payment of one-year memberships Guardian Flight for residents of Thorne Bay, discussion and action item:
  - f) Resolution 20-11-10-05, a resolution authorizing participation in the community development block grant program, discussion and action item:
- 10) ORDINANCE FOR INTRODUCTION:
  - a) Ordinance 20-11-17-01, a non-code ordinance amending the long-term 20-year lease of City Property between the City of Thorne Bay and GVA Corporation, aka Tackle Shack, to a ninety-nine-year tideland lease, discussion and action item:

### More ways to join on WebEx

Join by video system

Dial 1260012851@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 126 001 2851

[Global call-in numbers](#)

10) CONTINUATION OF PUBLIC COMMENT:

11) CONTINUATION OF COUNCIL COMMENT:

12) ADJOURNMENT:



**RESOLUTION 20-11-10-01  
CITY OF THORNE BAY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THORNE BAY, APPOINTING A REPLACEMENT TO SERVE AS THORNE BAY CITY COUNCIL MEMBER, SEAT A, UNTIL THE NEXT REGULAR MUNICIPAL ELECTION ON OCTOBER 5, 2021.

**WHEREAS**, on October 19, 2020, Roger Longbotham, Councilmember, Seat A, submitted his notice of resignation from the City Council for the City of Thorne Bay, and

**WHEREAS**, in accordance with the Thorne Bay Municipal Code 2.04.110 Filling a Vacancy; the City Council by a vote of the majority of its remaining members shall designate one person to fill the vacant seat. That person shall serve until the next Regular City Election and until his successor qualifies; and

**WHEREAS**, the City Clerk posted a notice of vacancy and requested that interested persons file an Application for Appointment with the City Clerk's Office not later than 4pm November 5<sup>th</sup>; and

**WHEREAS**, a total of four applications for appointment were received by the City Clerk and were considered for the appointment to City Council Seat A by the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA:**

- Section 1: That the above findings are hereby true and correct and are incorporated herein in their entirety.
- Section 2: That the appointment of \_\_\_\_\_ to serve as Council Member, Seat A, until the Regular Municipal Election is held in October 5, 2021, is hereby approved.
- Section 3: That this Resolution shall become effective immediately upon approval by the City Council of the City of Thorne Bay, Alaska.

**PASSED AND APPROVED** by the City Council of the City of Thorne Bay, Alaska this 10<sup>th</sup> day of November 2020

\_\_\_\_\_  
City of Thorne Bay Mayor

ATTEST:

\_\_\_\_\_  
Teri Feibel, CMC



CITY OF THORNE BAY  
RESOLUTION 20-11-10-02

A RESOLUTION OF THE CITY COUNCIL OF THORNE BAY, ALASKA, UPDATING THE AUTHORIZED SIGNERS ON THE CITY OF THORNE BAY CHECKING AND SAVINGS ACCOUNT WITH TONGASS FEDERAL CREDIT UNION AND FIRST BANK ACCOUNTS

WHEREAS, the City Council is the governing body of Thorne Bay, Alaska; and

WHEREAS, it is in the best interest of the City that on all transactions there shall be two signatures; one City Personnel and either the Mayor or Vice Mayor; and

WHEREAS, In the event that it is not possible for the Mayor or Vice Mayor to sign the checks, then it shall be the City Administrator and City Clerk or Accounts Payable Clerk; and

WHEREAS, the City Council deems it to be in the best interest of the City to update the authorized signers for the City's Tongass Federal Credit Union and First Bank Checking Accounts by adopting the following amendments:

- 1.) Addition of Authorized Signer:
  - a. Lisa Roseland, Finance Officer
  - b. Jonathan Stram, Vice Mayor
  - c. \_\_\_\_\_, Mayor
- 2.) Removal of Authorized Signer:
  - a. Dana Allison
  - b. Lee Burger

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves the following named as account signers for the City of Thorne Bay's Tongass Federal Credit Union and First Bank Checking Accounts:

- \_\_\_\_\_, Mayor
- Jonathan Stram, Vice Mayor
- Les Carter, City Administrator
- Teri Feibel, City Clerk/Treasurer
- Lisa Roseland, Finance Officer

PASSED AND APPROVED on 10<sup>th</sup> day of November 2020

---

Lee Burger, Mayor

ATTEST:

---

Teri Feibel, CMC



**CITY OF THORNE BAY  
RESOLUTION 20-11-10-03**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, in support of Alaska Power & Telephone Company subsidiary, AP&T Wireless Inc building out fiber optic-based broadband in Thorne Bay.**

**WHEREAS**, the City Council is the governing body for the City of Thorne Bay; and

**WHEREAS**, Thorne Bay municipal code 2.12.090 RESOLUTIONS-FORMAL ACTS states: Formal acts by the council not required by law to be enacted by ordinance and not being acts of a general and permanent nature may be adopted by resolution; and

**WHEREAS**, The City of Thorne Bay currently has limited wireless capabilities; and

**WHEREAS**, the City of Thorne Bay supports the long term economic and community stability of our residents; and

**WHEREAS**, access to emergency communications, telemedicine, distance learning, remote working, ecommerce, tourism marketing and sharing cultural resources is vital to the community; and

**WHEREAS**, AP&T Wireless Inc has been awarded a \$21,545,167 USDA ReConnect grant to buildout Prince of Wales Island fiber optic cable and rural broadband.

**NOW THEREFORE BE IT RESOLVED**, the City of Thorne Bay, Alaska is in support of Alaska Power & Telephone subsidiary, AP&T Wireless Inc, building out a fiber optic-based broadband network within the entire city limits of Thorne Bay.

**PASSED AND APPROVED** this 10<sup>th</sup> day of November 2020.

---

Lee Burger, Mayor

ATTEST:

---

Teri Feibel, CMC



**CITY OF THORNE BAY  
RESOLUTION 20-11-10-04**

PENDING





In a medical emergency every second counts. AirMedCare Network (AMCN) providers respond to scene calls and provide hospital-to-hospital transports—carrying seriously ill or injured patients to the nearest appropriate medical facility. No one knows that better than AirMedCare Network.

### ABOUT AIRMEDCARE NETWORK

AirMedCare Network is America's largest air medical membership network, providing financial coverage for emergency air medical transport. Even with medical insurance, air medical transport can result in significant out-of-pocket expenses, however an AMCN membership ensures no out-of-pocket expenses for medically necessary flights if flown by any AMCN provider.

### MEMBERSHIP BENEFITS AT-A-GLANCE

- **NO OUT-OF-POCKET COSTS:** Members have no out-of-pocket costs if flown by an AMCN provider.
- **HOUSEHOLD COVERAGE:** Membership fees cover not just yourself, but anyone who resides within the household.
- **TELADOC ACCESS:** AMCN members enjoy access to Teladoc physicians at a discounted rate of \$3 per month
- **COAST TO COAST PROTECTION:** Membership is valid across 320 locations in 38 states, so you are covered at home and while traveling.

### JOINING IS EASY!

Not only does AMCN membership provide financial protection, our 3+ million members help support the healthcare needs of the community as a whole. Our mission is to make it possible for people living in rural areas to get the life and limb saving emergency care they need, when they need it.

**Secure financial peace of mind for you and your family today! Contact your local Membership Sales Manager for questions or to enroll.**

**"It was such a relief to know that at least I didn't have to worry about paying for the flight."**

- VICTORIA KRETCH-KITCHEL, AMCN MEMBER

## REAL SURVIVORS REAL STORIES



**MARINA COCHRAN-SMITH AND OLIVER**

Marina Cochran-Smith and Chad Swimmer had just had their first child, Oliver, via home birth. Like countless newborns, Oliver developed jaundice.

A few days passed and Oliver still had symptoms, so the couple took him to the nearby hospital. Oliver's bilirubin numbers were the highest the doctor had ever seen, and he needed to be transferred immediately to a pediatric specialty hospital.

Soon, our AMCN provider pilot Jeff Barker touched down with flight nurses Kyla Betts and Jennifer Fennerl. Marina describes both nurses as "phenomenal and professional". When they arrived at the Pediatric ICU, Oliver started phototherapy.

"We were out of there in less than 48 hours," Chad reports. "Oliver had a fantastic recovery." Marina says, "One often hears the phrase, 'You saved my life!' used flippantly. Now we know its true meaning, and there are no words that can accurately express our gratitude."

### AIRMEDCARE NETWORK TERMS & CONDITIONS (ALASKA)

AirMedCare Network is an alliance of affiliated air ambulance providers (each a "Company", Guardian Flight LLC is the AirMedCare Network provider in Alaska. An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crew. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. In Alaska only, under 3 AAC 31.640(c)(1), this Agreement is considered to be an insurance contract. In all other states, membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time and, in Alaska, the waiting period will be waived for all members so individuals may become members at the time of arrival. Members must be natural persons. Memberships are non-refundable and non-transferable. In Alaska, (a) there is no waiting period for membership renewal, (b) a 30 day grace period for payment will be applied to all renewals, (c) a membership application may be withdrawn or canceled by the applicant within the first 15 calendar days of the date on the New Member Welcome letter that is provided to all new members and all membership fees will be refunded and (d) the effective date of an agreement with a member is the date a complete application and payment is received by a Company.
5. Same state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / Guardian Flight LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

### IMPORTANT INFORMATION

If our network provider in your area is not requested for your transport or if it is not available for any reason such as being committed on another patient flight or out of service for weather or maintenance-related issues, you may need to be transported by a ground ambulance or an out of network air ambulance provider. Your membership only covers flights by AirMedCare Network participating providers so you will be responsible for payment to other service providers. It is important that you get the medical care you need as quickly as possible, regardless of who provides the transport, so you have the best chance for survival and degree of recovery.





CITY OF THORNE BAY  
RESOLUTION 20-11-10-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA AUTHORIZING  
PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

**WHEREAS**, the City Council is the governing body for the City of Thorne Bay, Alaska, and

**WHEREAS**, the City Council of the City of Thorne Bay wishes to provide **adequate Emergency Services to the Community**; and

**WHEREAS**, this entity is an applicant for a grant in the amount of \$850,000.00, from the Alaska Department of Commerce, Community and Economic Development, under the Community Development Block Grant Program; and

**WHEREAS**, the City Council of the City of Thorne Bay has identified Emergency Services as a high priority in the Overall Economic Development Program;

**NOW, THEREFORE, BE IT RESOLVED THAT** [REDACTED] Mayor of the City of Thorne Bay and/or Les Carter, Thorne Bay's City Administrator are hereby authorized to negotiate and execute any and all documents required for granting and managing funds on behalf of this organization.

The Mayor and/or City Administrator are also authorized to execute subsequent amendments to said grant agreement to provide for adjustments to the project within the scope of services or tasks, based upon the needs of the project.

**PASSED AND APPROVED BY** the City Council of the City of Thorne Bay on this 10<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Mayor of Thorne Bay

\_\_\_\_\_  
Les Carter, City Administrator

ATTEST:

\_\_\_\_\_  
Teri Feibel, CMC City Clerk

[Sponsor: Mayor Lee Burger]



CITY OF THORNE BAY  
ORDINANCE 20-11-17-01

A NON-CODE ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING A **NINETY-NINE YEAR LEASE** OF MUNICIPAL OWNED TIDELANDS TO GVA CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE APPROPRIATE DOCUMENTS.

**BE IT ENACTED BY THE THORNE BAY CITY COUNCIL**

**Section 1. Classification.** This is a non-code ordinance.

**Section 2. Purpose.** The purpose of this ordinance is to provide for a lease amendment lease of City owned tidelands to GVA Corporation, amending the term of the lease form Twenty (20) years **to Ninety-Nine (99) years.**

**Section 3. Lease Terms Summary.**

The City of Thorne Bay entered into a Lease Agreement for the lease of City owned Tidelands with GVA Corporation, (previously known as G & E Inc.), on June 1<sup>st</sup>, 2015.

GVA Corporation has applied for an amendment to their current lease to provide for the lease term of ninety-nine (99) years for the lease of City owned Tidelands.

The amendment would approve a lease agreement for City Owned Tidelands for a term of ninety-Nine (99) years, and authorize the Mayor to Execute the appropriate documents for the Lease of Municipal Owned Tidelands Located at 1212 Shoreline Drive, Thorne Bay, AK 99919, with the term of ninety-nine years.

The lease is for lands and tidelands only and does not include the building known as the Tackle Shack, propane sales operations, fuel tank, docks, ramps serving the docks and all the equipment, personal property, and inventory

**WHEREAS**, GVA Corporation currently leases municipal owned tidelands located at 1212 Shoreline Drive, Thorne Bay, AK 99919, under a twenty-year lease term; and

**WHEREAS**, the current lease is in compliance and the past lease history has shown contractual obligations are satisfactorily met; and

**WHEREAS**, the aforementioned twenty-year lease provides that the lease may be amended and/or a new lease be entered into upon written request of the lessee,

**WHEREAS**, GVA Corporation submitted a complete application to amend their lease of municipal owned tidelands, pursuant to Thorne Bay City Code 2.56.220, for a tideland lease of ninety-nine (99) years; and

**WHEREAS**, GVA Corporation has indicated their intention of operating retail sales, short and long term lodging, tour operations, rentals, marine facilities, fuel and propane dispensing facilities and incidentals associated with the above uses, which are permitted uses within the Waterfront Zoned Property and permitted within their current lease with the City; and

**WHEREAS**, lease rate shall be set at \$350 per month plus City of Thorne Bay Sales Tax and the terms and conditions of this Lease shall be reviewed every five (5) years until the termination of this Lease Agreement. The monthly lease payment shall be reviewed and adjusted in accordance with the provisions of Section 2.56.210 of Title 2, Article m of the Thorne Bay Municipal Code.

**WHEREAS**, Thorne Bay Municipal Code 2.56.200 and 2.56.270, states Council shall approve or deny the request for long-term lease assignment via non-code ordinance.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Thorne Bay, Alaska, hereby approves and authorizes the Mayor to execute the attached lease agreement identified as Exhibit A, providing for a new ninety-nine year lease of municipal owned tidelands located at 1212 Shoreline Drive, Thorne Bay, AK 99919 to GVA Corporation for the purpose of commercial operations, offices, retail sales, short- and long-term lodging, tour operations, rentals, marine facilities, fuel and propane dispensing facilities and incidentals associated with the above uses.

**Section 3. Effective Date.** This ordinance shall become effective upon adoption.

**PASSED AND APPROVED** by a duly constituted quorum this 24<sup>th</sup> day of November 2020

\_\_\_\_\_  
Lee Burger, Mayor

ATTEST:

\_\_\_\_\_  
Teri Feibel, CMC

[Introduction: November 10, 2020]  
[Public Hearing: November 17, 2020]

**THORNE BAY MUNICIPAL CODE:**

**ARTICLE III. LONG TERM LEASE OR SHORT-TERM LEASE OF CITY-OWNED REAL PROPERTY**

**2.56.190 LANDS AVAILABLE FOR LEASING-CLASSIFICATION OF LANDS.**

- A. All lands and interest in land owned by the city, including tide and submerged lands, may be leased or rented as hereinafter provided. Thorne Bay RV Park, Thorne Bay Harbor Facilities, Parking and other service rented by the day, week, month or year are regulated in other sections of the Thorne Bay Municipal Code.
- B. Before accepting applications to lease lands, the city shall have zoned by ordinance or otherwise classified the lands in question for leasing and for particular land uses. No lease shall be granted except for the particular uses for which the tract is zoned or classified. The classification of a tract of leased land may be changed by ordinance after consideration by the City.
- C. No city-owned property shall be leased or otherwise developed prior to the assignment of a particular zone or the repeal of the reserved use classification.
- D. **Long Term Lease.** A long-term lease herein referred to as "Lease" may not exceed 30 years.
- E. **Short Term Lease.** A short-term lease herein referred to as "Rental Agreement" may not exceed 5 years. The City may in its discretion require amendments or revisions to the lease as a condition of approval for extension. Short term leases are subject to the specific short-term lease terms set forth in Article III.
- F. **Tideland Lease.** Tideland leases may not exceed 99 years. A Tideland Lease herein referred to as "Municipal Tideland Lease" may not exceed 99 years. Long term leases are subject to terms set forth in article iii.

(Ordinance 20-10-12-01; Prior Ord. 16-03-01-02)

**2.56.200 LEVELS OF APPROVAL REQUIRED.**

- A. Except as provided in subsection B and C, leases of city-owned property shall be authorized by non-code ordinance.
- B. Leases valued at ten thousand dollars or less and for a lease term (including the lessee's rights of renewal) of 5 years or less, and involving two acres or less, may be authorized by the council by resolution.
- C. All short-term leases or rental agreements may be authorized by the city council.

**NON-CODE ORDINANCE 20-11-17-01**  
**CITY OF THORNE BAY**

**2.56.220 TERM OF LEASES.**

- C. Any Municipal Tideland Lease will be negotiated between the applicant and the city and be for a term not to exceed 99 years with the option of renewal, in the sole discretion of the city, for a period not to exceed 99-year increments and with such revisions and amendments as deemed by the city in the best interest of the city. The applicant shall state in the application the term desired. In determining whether to grant a lease for the requested term, the council shall consider the nature, extent and cost of the improvements which the applicant agrees as a condition of the lease to construct and the value of the other relevant factors. The term of any given lease shall depend upon the desirability of the proposed use, the amount of investment and improvements proposed to be made by the lessee, and the nature of the improvements proposed with respect to the durability and time required to amortize the proposed investment.

((Ordinance 20-10-12-01; Prior Ord. 16-03-01-02)